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ATTORNEY FOR: PLAINTIFF, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY;
Plaintiff,

vs.

UNITED STATES OF AMERICA;
Does I through V, inclusive,
Defendant.

) Case No:

) **COMPLAINT FOR DAMAGES**

) **AMOUNT OF DEMAND:**

) **\$7,646.80**

PLAINTIFF ALLEGES AS FOLLOWS:

1. That at all times mentioned herein and material hereto, Plaintiff was and is a corporation, entered, authorized and licensed to do, and is doing business in the State of California as an insurance company.

2. That at all times mentioned herein and material hereto, Defendant United States of America, is a governmental entity for which this court requires jurisdiction of the subject matter.

1 3. The claims herein are brought against the Defendants pursuant to Federal Tort
2 Claims Act 28 U.S.C. 2671 et seq. and 28 U.S.C. 1346(b) for money damages as
3 compensation for property damages caused by Defendants' negligence.

4 4. The true names or capacities, whether individual, corporate, associate, or
5 otherwise, of Defendants named herein as Does I through V, are unknown to Plaintiff who
6 therefore sues said Defendants by such fictitious names, and Plaintiff will amend this
7 complaint to show their names and capacities when same have been ascertained.

8 5. At all times mentioned herein and material hereto, Defendants Does I through
9 V, were the agents, servants, and employees of the named Defendants, and were acting within
10 the course and scope of their authority as such agents, servants, and employees and with the
11 permission and consent of the named Defendants.

12 6. At all times mentioned herein and material hereto, Plaintiff provided insurance
13 coverage inclusive of liability, indemnity and property damage coverage to its insured,
14 Christine Montgomery Lee, insuring her 2021 Hyundai Elantra with California license plate
15 8UOA828 (hereinafter referred to as SUBJECT VEHICLE), per its Policy No. 2560-801-05D.

16 7. Plaintiff has complied with the provisions of 28 U.S.C. 2675 of the Federal
17 Tort Claims Act in that a claim was presented to the appropriate federal agency of Defendants
18 on or about August 03, 2021.

19 8. At all times mentioned herein and material hereto, Defendants and each of
20 them either owned, operated, and/or maintained the vehicle described as a 2017 Ford Explorer
21 with California license plate 7WFB009, driven by its employee Shane Brandon Horner.

22 9. Defendants and each of them owed a duty to Plaintiff's Insured to operate,
23 own, control, maintain, and entrust their vehicle in a reasonably prudent manner

24 10. That on or about March 09, 2021, Defendants and each of them breached their
25 duty when they negligently operated, owned, controlled, maintained, and entrusted their
26 vehicle in such a way that it collided with the SUBJECT VEHICLE at or near the intersection
27
28

1 of Washington Street and Battery Street in the city and county of San Francisco, California,
2 proximately causing the damages as hereinafter described.

3 11. That as a direct and proximate result of said negligence and carelessness,
4 Plaintiff's Insured's SUBJECT VEHICLE was damaged in the total sum of \$7,646.80.

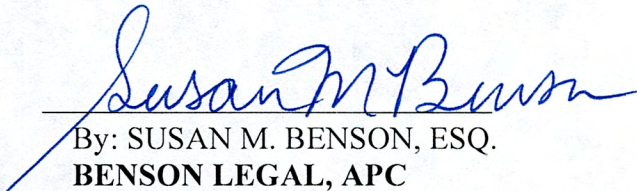
5 12. That prior to the aforementioned date, Plaintiff issued to said Insured its policy
6 of insurance, and did, pursuant to the terms and conditions of said policy, pay to said Insured,
7 the sum hereinabove stated (less the deductible); and did thereby become subrogated to all of
8 the rights of said Insured against the Defendants and each of them, to the extent of said rights,
9 including assignment of the Insured's deductible.

10 13. Defendants and each of them knew or had reason to know their conduct caused
11 the damages to the SUBJECT VEHICLE on the date of loss. Defendants failed to pay
12 Plaintiff the full amount of the damages sustained by its Insured.

13
14 WHEREFORE, Plaintiff prays for judgment against the Defendants and each of them,
15 as follows:

- 16 1. For property damages in the sum of \$7,646.80;
17 2. For costs of suit incurred herein;
18 3. For interest at the legal rate from March 09, 2021;
19 4. For such other and further relief as this Court deems just and proper.

20
21 DATED: August 04, 2022


By: SUSAN M. BENSON, ESQ.
BENSON LEGAL, APC
ATTORNEY FOR PLAINTIFF